

Request for Proposals (RFP) ***Referral & Workforce Resource Centers*** ***for***

Washington State Home Care Quality Authority

RFP released by:

Washington State Home Care Quality Authority

515 15th Avenue

P.O. Box 40940

Olympia, WA 98504

1-866-580-4272 -or-

(360)902-8856 after May 15th

FAX (360)586-0786

RFP Release Date: May 6th, 2006

RFP Response Due By: June 30th, 2006

Expected Time Period for Contract:

August 15th, 2006 and on-going, contingent upon performance.

Service Delivery Area:

Service Delivery Area	Counties	Amount of Funding
Olympic	Clallam, Jefferson	up to \$101,400.00
Pacific	Grays Harbor, Pacific	up to \$101,400.00
South West	Wahkiakum, Cowlitz, Clark, Skamania, Klickitat	up to \$101,400.00

Eligibility Qualifications:

You must meet the minimum qualifications stated herein to be eligible to submit a proposal in response to this RFP. If your proposal does not meet all eligibility requirements, HCQA may consider your proposal non-responsive and withdraw it from consideration at any time.

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1. INTRODUCTION

The Home Care Quality Authority is an agency of Washington state. This Request For Proposals (RFP) is a solicitation for proposals from persons or organizations interested in assisting people with in-home care needs with the recruitment and retention of individual providers through delivery of the Referral Registry services via the establishment of Referral & Workforce Resource Centers.

1.1 AGENCY BACKGROUND

The Home Care Quality Authority is a small agency of Washington State government and is governed by a nine-member board. The Home Care Quality Authority was established by citizen initiative in November 2001 to improve the quality of long-term in-home services. During the 2002 legislative session, the legislature incorporated the text of the initiative in state law (RCW 74.39A.220 to 300). In May 2002, the Governor appointed the nine-member board and in June, the board held its first meeting. A permanent director was hired in October 2002.

The Authority's *mission* is to improve the quality of long-term in-home care services provided to the state's seniors and persons with disabilities who wish to live independently in their own home through better regulations, higher standards, increased accountability and the enhanced ability of consumers to obtain services. Referral and Workforce Resource Centers are the vehicles for improving the accessibility of available workers to consumers/employers. The Centers provide choice to consumers who receive in-home services and promote community living.

The Authority's *vision* for Washington's home care system is to support individuals who need long-term, in-home care according to their needs, values, and interest, and will never leave consumers without the ability to access service providers. To accomplish this, the Authority will provide assistance in locating qualified individual providers through a referral registry.

The duties of the Authority include, but are not limited to the following:

- **Establishment of qualifications for in-home care individual providers;**
- **Recruitment of individual providers;**
- **Provision of training opportunities for consumers and providers;**
- **Establishment of a referral registry of individual providers;**
- **Removal from the referral registry of those individual providers who have committed misfeasance or malfeasance in the performance of his or her duties.**

It is through locally contracted organizations that the HCQA will accomplish these duties.

Washington's long term in-home care system, a model for other states, supports individuals who need in-home care according to their needs, values, and interests. HCQA and the Referral and Workforce Resource Centers (RWRC) will collaborate with Washington Department of Social and Health Services (DSHS) and the Area Agency on Aging (AAA) to provide support to publicly funded consumers who prefer to hire an individual worker for meeting their needs. DSHS is responsible for the planning, authorization and the oversight of the in-home care services for eligible adults and children.

HCQA statute (RCW 74.39A.220 - 290) directs the RWRC operations to serve more than one consumer population, including those receiving services from Developmental Disabilities, Home and Community Services and Children's Administration. The statute also directs the RWRC operations to give preference to low income individuals for recruitment, training and referral services.

Various levels of service delivery have been specified in statute, including; routine workers (those who work with a specific employer on a regular basis), emergency workers (those who are able to respond upon short term notice for a request resulting from an unanticipated event) and respite workers (those who are willing to work on a temporary, pre-arranged basis to provide relief for the routine caregiver).

WAC 257-10-020 through WAC 257-10-420 pertains to the Referral Registry operations.

Referral Registry Specifications:

The Referral Registry is an internet based application which resides behind the Department of Information Services firewall. The system is written in C# and conforms to the .NET architecture using a SQL Server. The system has been designed to be universally accessible as established by the World Wide Web Consortium's Web Access Initiative, "Bobby" certification and Section 508 federal guidelines. All system support and maintenance will be provided by HCQA via contracted services including: toll free telephone services, language line and IT technical support services. Round the clock availability will be coordinated through a backup call center with telephone responder's available after-hours, weekends and holidays via HCQA contracted services.

Users of the system include, Registry Coordinators, HCQA administrative staff, DSHS/AAA case managers, consumers and providers.

The Referral Registry (RR) will further the Authority's mission by improving consumer access to a qualified individual provider workforce through of the provision of supports and services via the Referral & workforce Resource Centers.

1.2. SCOPE OF WORK

HCQA is seeking qualified bidders to conduct the service delivery operations of the Referral Registry via the establishment of Referral and Workforce Resource Centers in the service delivery areas of Olympic (Clallam and Jefferson Counties), Pacific (Gray's Harbor and Pacific Counties), Southwest (Wahkiakum, Cowlitz, Clark, Skamania and Klickitat Counties). The successful bidder will be expected to meet the goals and objectives as specified by HCQA in this RFP. Bidders may bid on one or more than one service delivery areas, but each area may be considered independently.

1.3 GOALS

Goal 1: Improve the recruitment and retention of individual providers.

- The number of IP's recruited and screened by the RWRC will increase monthly by at least 30 percent each month

Goal 2: Increase the accessibility of the individual provider (IP) services and employment of IP's through use of the Referral Registry database.

- 100% of consumer/employer driven referral request will result in a match
- 30% of matching requests will result in employment

Goal 3: Improve the quality of individual providers services through increased trainings, accountability and removal standards.

- 100% compliance with HCQA rules regarding RWRC operations
- Provision of 'Becoming A Professional IP' to new potential providers

Goal 4: At least 80% of the consumer/employers who use RWRC services are satisfied with the service.

Goal 5: The percentage of consumer/employers who use the referral registry service and who go without an individual provider will decrease over time (10% annually).

Goal 6: Individual providers who care for someone other than a family member will experience an increase in length of employment.

Goal 7: Improve the status of individual providers work through recognition and support efforts.

Goal 8: Improve consumer knowledge of supervisory skills through the provision of training.

- Provide (at a minimum) class-room based "How to Hire and Keep Good Staff"
 - Curriculum developed by HCQA
 - Twice a year (6 hour class)
 - HCQA will provide training materials.

1.4 Objectives

- ▶ Target recruitment efforts towards individual providers in order to create a pool of routine, emergency and respite workers who are qualified and available to work for diverse populations of consumers funded through Medicaid including; adults over 18 who have disabilities, elderly, and children who have developmental and/or other disabilities.
- ▶ Use the HCQA Referral Registry in order to manage all aspects of the referral registry services including; the prospective provider registration process, the consumer registration, the matching of workers and employers, the referral and resulting follow-up process.
- ▶ Assist consumers with finding qualified individual providers by matching workers with a consumer's personal care tasks and preferences.
- ▶ Collaborate with relevant agencies to create formal structures that encourage worker retention including; the provision of support and recognition, offering opportunities for obtaining health insurance coverage and promoting in-service training.
- ▶ Support and aid consumers of in-home care services (or persons acting on behalf of those consumers) with initiating a referral request in order to produce a list of available providers. Make available training opportunities to improve skills in employer/employee relationships.
- ▶ Promote the use of the Referral Registry by DSHS, AAA's and other advocacy groups who work with consumers. Promote the registry and its accessibility for people who use alternative modes of access.
- ▶ Collect data to evaluate effectiveness of interventions, including financial reports and progress reports based on requirements and standards of performance as defined by HCQA.
- ▶ Collaborate with other local entities and resources to facilitate the provision of RWRC services.

1.5 Service Delivery Expectations:

- RWRC operations will be performed by trained, dedicated staff hereto referred to as Registry Coordinators. At least one full-time dedicated staff person will be expected to be available at all times during working hours to answer phones, respond to emails and drop-in visits, and conduct recruitment, modify referral search if necessary, survey for customer satisfaction, conduct registry process, complete required reports and more. Staff will attend and participate in HCQA training and other related meetings.
- Referral Registry Coordinators will use the statewide Referral Registry database, keeping information for consumers and providers current.

- The contractor will serve the same percentage of minority, limited-English-speaking and other ethnic consumers and providers as are represented within the DSHS client population.
- The contractor shall provide at least three names of qualified individual providers within 24 working hours of the consumer's request.
- The contractor will adhere to HCQA rules and regulations in relationship to referral registry operations. (See WAC 257-10-020 to 257-10-420)
- The contractor will work in partnership with HCQA in promoting the use of the RWRC services.
- HCQA will provide the toll free services to all RWRC's as well as the database support and maintenance services.
- The database is housed in the Department of Information Services shared server environment behind the state firewall (Fortress).
- The contractor will use the RWRC logo developed by HCQA, promoting the RWRC during interactions with the public.
- The contractor will work in collaboration with other local agencies and organizations to facilitate service delivery and interventions across consumer populations.
- The contractor will establish local advisory groups including, but not limited to, representation from adults who are elderly, disabled, or developmentally disabled, parents of children receiving services, consumers/employers and individual providers.
- The contractor will develop and distribute information that will serve as educational materials for potential Registry users.
- The contractor will deliver the three hour 'Becoming a Professional IP' to new potential providers. Providers, who have at least 3 months experience as a DSHS IP, are exempt from this requirement.
- The contractor will attend HCQA trainings (one initial orientation training plus at least annual training sessions thereafter).
- The contractor is expected to develop an Advisory Committee with representatives from key user groups to provide on-going input and evaluation of RWRC services.

The RWRC will assist consumers or their representative (i.e. family or case manager) in finding an available worker based on personal care needs, schedules and preferences. The search and match process is conducted by searching the available pool of workers within the registry. Upon identification of potential providers, a referral list is sent to the consumer/employer, who in turn, assumes the responsibility of interviewing and selecting a provider. Final authorization of payment and completion of the IP contract resides with the case manager. Operational success will be measured by the number of individual providers on the register, the number of consumers who use the register to find providers and the number of resulting employment relationships and satisfaction with RWRC services.

1.6 MINIMUM QUALIFICATIONS

In order for HCQA to consider your proposal you must demonstrate experience in each of the following areas:

- Personnel or volunteer recruitment and/or workforce development.
- Familiarity with state regulations, the in-home long term care environment and the individual provider workforce.
- Licensed or authorized to do business in Washington State.
- Evidence of collaborative efforts with other agencies in your local community.
- Ability to follow the terms and conditions of state statute and rules.

The Applicant must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, accreditation, registration, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the solicitation. All Applicants must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400.

The contractor will be expected to maintain a written code of standards of performance governing their employees engaged in the award activities related to conflict of interest.

At a minimum, two letters of support from other entities within the bidder's community are required for further consideration.

1.7 FUNDING

State and federal funds are available for the RWRC implementation throughout the State.

1.8 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP may be scheduled to begin on or after August 15th, 2006 and continue based on project performance and funding.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Home Care Quality Authority, also referred to, as the "**Authority**" is the agency of the State of Washington that is issuing this RFP.

Applicant - Individual, organization or company submitting a proposal to the agency in response to this RFP.

Consumer - A person to whom an individual provider provides services. Consumers retain the right to select, hire, supervise the work of, and terminate any individual provider providing services to them. Also referenced as 'Employer'

Contractor – Individual, organization or company whose proposal has been accepted by the agency and is awarded a fully executed, written contract.

Individual Provider - A worker, including a personal aide, who has contracted with the Department of Social and Health Services to provide personal care or respite care services to functionally disabled persons under the Medicaid personal care, community options program entry system, chore services program, or respite care program, or to provide respite care or residential services and support to persons with developmental disabilities under chapter [71A.12](#) RCW, or to provide respite care as defined in RCW [74.13.270](#).

Proposal – A formal offer submitted in response to this solicitation.

Public Records – Public records are recorded information, regardless of physical form. The term "public records" applies to any paper, correspondence, form, bound volume, film, magnetic medium, drawing or other document, regardless of form or physical characteristics, that has been created or received by any state agency during the course of public business (40.14.010 RCW). All public records are required to be maintained and disposed of by state agencies in accordance with the provisions of 40.14.RCW."

Records Retention Period - For the purpose of this RFP records must be retained, and remain accessible in their original format, for at least six years.

Referral and Workforce Resource Centers – Name given to local centers that provide active recruitment and retention activities designed to build the individual provider workforce and offer referral services to consumer/employers.

Registry Coordinator – The job title of staff assigned to conduct day-to-day registry operations.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the targeted community to suggest various approaches to meet the need at a given price.

1.10 AMERICANS WITH DISABILITIES ACT

The Authority complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

2. GENERAL INFORMATION

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the Authority for this procurement. All communication between the Applicant and the Authority upon receipt of this RFP shall be with the RFP Coordinator provided below. Any other communication will be considered unofficial and non-binding on the Authority.

RFP Coordinator	Lisa M. Livingston
Address	515 15 th Avenue
City, State, Zip Code	Olympia, WA 98504
Phone Number	1-866-580-4272
Phone Number - after May 15th	360-902-8859
Fax Number	360-586-0786
E-Mail Address	llivingston@hcqa.wa.gov

Any oral communications will be considered unofficial and non-binding on the Authority. Applicants should rely only on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Applicant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	05/08/06
Question and answer period (Q & A will be posted on the HCQA web site twice a week up to 06/29/06)	<u>05/08/06 – 06/30/06</u>
Preproposal conference	05/16/06
Issue addendum to RFP	None
Last date for questions regarding RFP	06/29/2006
Proposals due	<u>06/30/2006 5:00PM, PST</u>
Evaluate proposals	<u>07/01/2006 – 7/14/2006</u>
Conduct oral interviews with finalist(s)	07/14/2006 -07/21/2006

Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	07/25/2006
Hold debriefing conferences (if requested)	07/26/2006 – 07/27/2006
Negotiate contract	07/28/06
File contract with OFM	07/31/2006
Begin contract work or as designated	<u>08/15/06</u>

The Home Care Quality Authority reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A pre-proposal conference will be conducted on 05/16/2006 at 515 15th Avenue S.E., Olympia, WA from 1:00 pm to 4:30 pm in room 1-7.1. Questions may be addressed to the RFP coordinator by mail, telephone, FAX or email. The agency will accept questions and/or comments until 5:00 PM, PST, June 29th, 2005.

2.4 SUBMISSION OF PROPOSALS

The proposal may be mailed, emailed or hand delivered. **The proposal, whether mailed, emailed or hand delivered, must arrive at the Home Care Quality Authority, Olympia, WA no later than 5:00 PM, PST, on June 30, 2006.**

Applicants may submit an electronic copy of their proposal. For proposals submitted electronically, one (1) *hard* copy with original signature(s) must be received within 5 days of the deadline, i.e. no later than July 7, 2006.

The proposal is to be sent to the RFP Coordinator at the address or e mail address noted in Section 2.1. The envelope containing the proposal should be clearly marked to the attention of the RFP Coordinator.

Applicants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Applicants assume the risk for the method of delivery chosen. The Home Care Quality Authority assumes no responsibility for delays

caused by any delivery service. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Home Care Quality Authority will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the Home Care Quality Authority.

All proposals received shall remain confidential until the contract, if any; resulting from this RFP is signed by the Executive Director of the Authority and the apparent successful Contractor. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Applicant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Authority will consider an Applicant's request for exemption from disclosure; however, the Authority will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Applicant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. **All requests for information should be directed to the RFP Coordinator.**

2.6 CANCELLATION, REVISION OR REISSUANCE OF THE RFP

The Authority reserves the right to cancel, revise or to reissue the RFP in whole or in part, prior to execution of a contract without obligation or liability. In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the Authority web site and provided to all that receive the RFP.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. The Home

Care Quality Authority strongly encourages participation of minority and women businesses. Applicants who are OMWBE certified, or intend to use OMWBE certified subcontractors, are encouraged to identify the participating firm in their proposal. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

2.8 SUBCONTRACTING

The Authority will accept proposals that include third party involvement only if the Applicant submitting the proposal agrees to take complete responsibility for all actions of subcontractors. Applicants must disclose the use of any third party vendor. Any subcontract executed after award of the prime contract must be approved, in advance, by the Authority.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The Authority also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 ERRORS IN PROPOSAL RESPONSE

The Authority is not liable for any errors in Applicant responses. Applicants will not be allowed to alter proposal documents or materials after the deadline for response submission. Applicants are liable for all errors or omissions contained in their proposals. The Authority reserves the right to contact any Applicant for clarification of its proposal.

2.11 WAIVE MINOR ADMINISTRATIVE IRREGULARITIES

The Authority reserves the right to waive minor administrative irregularities contained in any Applicant proposal. Additionally, the authority reserves the right, at its sole option, to make corrections to the Applicants' proposals when an obvious arithmetical error has been made in the price quotation. Applicants will not be allowed to make changes to their quoted price after the proposal submission deadline.

2.12 MOST FAVORABLE TERMS

The Authority reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Applicant can propose. There will be no best and final offer procedure.

The Applicant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Applicant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Authority.

2.13 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The Authority will review requested exceptions and accept or reject the same at its sole discretion.

2.14 COSTS TO PROPOSE

The Authority will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.15 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the Authority to contract for services specified herein.

2.16 REJECTION OF PROPOSALS

The Authority reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.17 COMMITMENT OF FUNDS

The Executive Director of the Authority is the only individual who may legally commit the Authority to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.18 FUNDING

The proposed RWRC's are funded through state and federal matching funds.

2.19 INSURANCE COVERAGE

The Contractor is to furnish the Authority with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract. The Contractor

shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Authority within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured’s (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per occurrence. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability (“Stop Gap”) Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington, the Home Care Quality Authority, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, the Home Care Quality Authority, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice

of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

3. **Identification.** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2" x 11") inch paper with tabs separating the major sections of the proposal or electronically. The four major sections of the proposal are to be submitted in the order noted below:

1. **Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).**
2. **Technical Proposal.**
3. **Management Proposal.**
4. **Cost Proposal.**

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The **Letter of Submittal** and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Applicant to a contractual relationship, e.g., the President or Executive Director if a corporation or a non-profit organization, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the **Letter of Submittal** is to include by attachment the following information about the Applicant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Applicant (sole proprietorship, partnership, corporation, non-profit organization, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington, Department of Revenue.
5. Location of the facility or facilities from which the Applicant would operate.
6. Identify any State employees or former State employees employed or on the entity's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant organization. If following a review of this information, it is determined by the Authority that a conflict of interest exists; the Applicant may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED 42.5% FOR 85 POINTS)

The **Technical Proposal** must describe how service delivery will be provided including the following elements:

- A. Project Approach/Methodology (25 points)**– Applicant should include a complete description of the proposed approach and methodology for the delivery of service intervention, the needs of the community in relationship to the RFP and how you would work within your community to meet those needs. This section should convey the Applicant's understanding of the overall RWRC goals and objectives, describe a communications plan; and how local partnerships will advance services. Describe how you will accomplish the 8 goals of the RWRC services. (see page 6 and 7).
- B. Work Plan (30 points)** – Include all project requirements, tasks, services, activities, responsible person or title, etc. necessary to accomplish the scope of the project defined in this RFP. Clearly state project objectives in measurable terms. Identify who is responsible for each task. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Applicant's knowledge of the subjects and skills necessary to successfully

complete the project. Include any required involvement of Authority staff. The Applicant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- C. Project Schedule (10 points)** – Proposed timeline for project implementation and requirements. Identify timeframe for tasks, services and activities as related to work plan.
- D. Project Deliverables (10 points)** - Define in measurable terms expected outcomes as related to tasks, services and other activities.
- E. Evaluation (10 points)** - Include an outcome based plan detailing how you will monitor, evaluate and measure effectiveness of the program in achieving its objectives.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED 32.5% FOR 65 POINTS)

1. **Current infrastructure** - Provide a current organizational chart, a history of the organization, and a description of the current infrastructure and the role played in local community services.

Project Team Structure/Internal Controls (20 points) - Provide a description of the proposed staffing structure and internal controls to be used during the course of the award, including any subcontractors. This chart must also show lines of authority to the next senior level of management. Identify who within the firm/organization will have prime responsibility and final authority for the work. Describe how the Goals described in 1.3 will be provided and service delivery expectations met. Identify the entities involved in the development of the RFP proposal.

Staff Qualifications/Experience (20 points) – Identify key staff, including subcontractors, who will be assigned to the registry operations, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the various tasks. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.

If a bidder plans on hiring new personnel, please state the qualifications, experience and criteria that will be used in the hiring process.

B. Experience of the Applicant (25 points)

1. Indicate the experience the Applicant and any subcontractors have in the following areas (please be as specific as possible in describing the experience):
 - Collaborating with other local entities to meet local needs in relationship to the RR operations.
 - Long Term Care Service Delivery.
2. Indicate other relevant experience that indicates the qualifications of the Applicant, and any subcontractors, for the performance of the award.
3. List any contracts the Applicant has had during the last five years that relate to the Applicant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three references for whom work has been accomplished and briefly describe the type of service(s) provided. The Applicant must grant permission to the Authority to contact the references. Do not include current Authority staff as references. References will be contacted for the top-scoring proposal(s) only. Provide letters of support from local long-term case service delivery groups (minimum required is two).

D. Related Information (MANDATORY)

1. If the Applicant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Applicant's staff or any subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Applicant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. The Authority will evaluate the facts and may, at its sole discretion, reject the proposal

on the grounds of the past experience. If no such termination for default has been experienced by the Applicant in the past five years, so indicate.

E. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Applicant of least cost, but rather to the Applicant whose proposal best meets the requirements of this RFP. However, Applicants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

A contractor can have both administrative and indirect costs as separate budget items; however, the sum of administrative and indirect costs shall not exceed ten percent of the total award. Purchase of copy and fax machines will not be funded.

A. Identification of Costs (50 points)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Applicant is to submit a fully detailed budget to include staff costs, marketing plan, and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. A sample budget should include the following items: personnel; supplies, goods and services; and other (specify) in the categories identified below.

Referral Registry Operations
Marketing and Outreach
Training
Administrative

HCQA has developed materials for marketing. Applicants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished

by an evaluation team, to be designated by the Authority, which will determine the ranking of the proposals.

The Authority, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 42.5%		85 points
Project Approach/Methodology	25 points (maximum)	
Quality of Work Plan	30 points (maximum)	
Project Schedule	10 points (maximum)	
Project Deliverables	10 points (maximum)	
Project Evaluation	10 points (maximum)	
Management Proposal – 32.5%		65 points
Project Team Structure/ Internal Controls	20 points (maximum)	
Staff Qualifications/Experience	20 points (maximum)	
Experience of the Applicant	25 points (maximum)	
Cost Proposal – 25%		50 points
Sub-Total		200 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 points

4.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The Authority, at its sole discretion, may elect to select the top scoring Applicant(s) from the written evaluation for an oral presentation and final determination of contract award. Should the Authority elect to hold oral presentations, it will contact the top-scoring applicant(s) to schedule a date, time and location. Commitments made by the Applicant at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful proposer.

4.4 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONTRACTOR

The evaluation process is designed to award the contract not necessarily to the Applicant of least cost, but rather to that Applicant with the best combination of attributes based upon the evaluation criteria.

If an Apparent Successful Contractor is identified, contract negotiations will begin. If, for any reason, a contract is not awarded to the first Apparent Successful Contractor, then the next highest-ranking finalist Applicant may be considered for contract negotiations. Applicants will be mailed notification by the Authority as soon as practical.

4.5 NOTIFICATION TO PROPOSERS

Applicants whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Applicant. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after the Notification of Unsuccessful Applicant letter is received, faxed/e-mailed. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Applicant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7 PROTEST PROCEDURE

This procedure is available to Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the applicant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested

should also be included. All protests shall be addressed to the RFP Coordinator. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or Authority policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) the Authority's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a review will be held by the Authority. The Authority Executive Director or authorized designee who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that submitted a proposal, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Authority's action; or
- Find only technical or harmless errors in the Authority's procurement process and determine the Authority to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Authority options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the Authority determines that the protest is without merit, the Authority will enter into a contract with the apparently successful Applicant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP Addenda

Addendum A - Certifications and Assurances

Addendum B - Personal Service Contract Format including Exhibit A - General Terms and Conditions (Tics)

Addendum A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

Addendum B

Sample Personal Service Contract

CONTRACT NO. _____

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
STATE OF WASHINGTON**

AND

This Contract is made and entered into by and between the State of Washington, _____, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name _____

Address _____

City, State & Zip Code _____

Phone _____

E-mail Address _____

Washington State UBI No. _____

Federal ID No. _____

PURPOSE

The purpose of this contract is to

SCOPE OF WORK

A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Option 1: Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: As included in the CONTRACTOR'S Proposal dated _____ attached as Exhibit B, and the AGENCY'S Request for Proposals attached as Exhibit C.

B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to _____, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____ or date of execution, whichever is later, through _____.

NOTE: *If the contract is required to be filed with the Office of Financial Management, in accordance with Chapter 39.29 RCW, include the following paragraph.*

OFM FILING REQUIREMENT (NOTE: Use as applicable)

10-Day Filing

Under the provisions of Chapter 39.29 RCW, this personal service contract [or amendment] is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

Effective Date of Filing

For competitive contracts or amendments that are not subject to the ten working day filing period, the contract start date is the working day that the contract is filed, date of execution, or any day thereafter.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed _____ (\$_____) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

NOTE: *List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc. Or reference documents that specify Contractor's compensation and payment, e.g. Contractor's compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses.*

NOTE: *Expenses are optional. Do not include Expenses paragraph below if expenses are not allowable. If allowable, include only expenses which are appropriate for the contract.*

Expenses. CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$_____, which amount is included in the contract total in Paragraph A, "Amount of Compensation." Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

NOTE: *Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the contract, payment at conclusion of the contract, etc.*

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

NOTE: *Optional Provision - The AGENCY shall withhold 10 percent from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.).*

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:	Contract Manager for AGENCY is:
<u>Contractor Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail address:	<u>Agency Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail address:

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section *[or as set forth in the Request for Proposals No. ____]*. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. **Commercial General Liability Insurance Policy** - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. **Automobile Liability.** In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:
 \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
3. The insurance required shall be issued by an insurance companies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insured's under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Contractor's Proposal dated _____
- Exhibit C – Request for Proposals No. _____
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and ___ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

[AGENCY NAME]

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM

Assistant Attorney General

Date

- NOTE:**
1. *The signature blocks on the contract must not appear on a page by themselves. Some of the text of the contract should be included at the top of the page.*
 2. *Approval as to form is not required on every contract, once the contract format has been approved by the Attorney General's Office.*

EXHIBIT A

GENERAL TERMS AND CONDITIONS

(NOTE TO USERS: This version of the General Terms and Conditions is current as of the date of issuance. Health Information Portability and Accountability Act (HIPAA) language is included here, but is not yet approved by the Attorney General's Office.)

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Agency" shall mean the _____, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Director, _____, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY -

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract. The Contractor shall make available information necessary for Agency to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a

result of this contract shall be made available to Agency and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, and employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY - While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its

subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (21) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS -

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.